



VHB Engineering, Surveying and
Landscape Architecture, P.C.
50 Main Street
Suite 360
White Plains, NY 10606

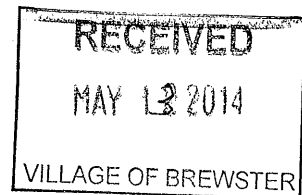
(914) 467-6600
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Planning
Transportation
Land Development
Environmental

Client Authorization

- ☒ New Contract
☐ Amendment No.

Date 4/24/14
Project No.



Project Name Village of Brewster, NY, Existing Conditions Survey, Comprehensive Plan,
Zoning Code Update, & Urban Renewal Plan.

To: Peter Brewster Hansen
Village of Brewster
50 Main Street
Brewster, NY 10590

Cost Estimate

	<u>Amendment</u>	<u>Contract Total</u>
Labor		\$82,500
Expenses		

As Requested By: Village Board

- ☒ Fixed Fee
☐ Cost + Fixed Fee
- ☐ Time & Expenses
☐ Other

Date: April 18, 2014

Estimated Date of Completion April 2015

Scope of Services: See Attached

Prepared By: John Saccardi

Department Approval:

Please execute this Client Authorization for VHB Engineering, Surveying and Landscape Architecture, P.C. to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB Engineering, Surveying and Landscape Architecture, P.C.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

VHB Engineering, Surveying and Landscape
Architecture, P.C. Authorization

By
Title Principal
Date 5-12-14

Client Authorization (Please sign original and return)

By
Title Mayor
Date 5-8-14

Two originals of this Authorization need to be executed. One original needs to be forwarded to Accounting Contract Files.

PART II

VHB ENGINEERING, SURVEYING AND LANDSCAPE ARCHITECTURE, P.C. TERMS AND CONDITIONS OF AGREEMENT

The engagement of VHB Engineering, Surveying and Landscape Architecture, P. C. (VHB) by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal.
2. Payment to VHB is the sole responsibility of signatory of this Agreement and is not subject to third party agreements.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the last invoice. **A RETAINER OF \$0.00 IS REQUIRED BEFORE SERVICES CAN COMMENCE UNDER THE AGREEMENT.**
4. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.
5. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month.
6. Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.
7. Invoice payments must be kept current for services to continue. If the Client fails to pay any invoice due to VHB within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client, suspend services under this Agreement until VHB has been paid in full all amounts due VHB and/or any of its Consultants and Subcontractors. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for the Client under multiple projects, invoice payments must be kept current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if payments are not current on all projects. If services are suspended for 30 days or longer, upon resuming

services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. Among other things, VHB's project manager and Client's representative will confer as often as reasonably necessary about any issues that arise involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

8. VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$ 2,000,000 in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence.

Certificates of insurance will be furnished upon request. If the Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

9. The Client and VHB shall at all times indemnify and save harmless each other and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.
10. VHB shall not be responsible for failure to perform or for delays in the performance of services which arise out of causes beyond the control and/or without the fault or negligence of VHB

11. VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information required to be provided by Client under this Agreement.
12. Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees, sub-consultants, and affiliated entities from and against any and all claims, suits, demands, liabilities costs, including reasonable attorneys fees and defense costs caused by, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or material that exist on, about or adjacent to the job site.
13. VHB's services will be performed on behalf of and solely for the benefit and exclusive use of Client for the limited purposes set forth in the Agreement. Client acknowledges that VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. Client may not delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of VHB.
14. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").

Consistent with this Standard of Care, the services shall conform to applicable laws, codes, ordinances, and regulations of any governmental agency having jurisdiction over the project, at the time services are rendered. VHB shall perform its services as expeditiously as is consistent with the Standard of Care and with the orderly progress of the Work.
15. VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB's having to certify, guaranty or warrant the existence of conditions whose existence VHB cannot ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall be given in VHB's professional opinion consistent with the Standard of Care. VHB shall be compensated for any work necessary to verify project compliance with regulatory standards for purposes of such certification.
16. Client hereby agrees that to the fullest extent permitted by law, VHB's total liability to Client and any persons or entities claiming by, through or under the Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes including, but not limited to VHB's or an affiliated entity's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed \$50,000 (fifty thousand dollars).

17. All documents including Drawings and Specifications (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to VHB; and the Client, shall release, indemnify and hold harmless VHB from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and the third person or entity seeking to reuse said documents.

If any information hereunder is provided in electronic format, Client recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and not as record documents.

18. To the extent permitted by law, VHB retains the copyright in all written work products, including plans, specifications, calculations, computer programs, and computer generated materials in any form, produced in connection with the work under this agreement, unless otherwise agreed to in writing by an authorized VHB representative. Subject to Term No. 17 above, VHB licenses to Client the use of all written work products, including plans, specifications, calculations, and computer generated materials in any form, produced in connection with the work under this agreement on a non-exclusive basis.
19. All questions in dispute under this Agreement shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This process shall be considered as a condition precedent to moving to a more formal or judicial process.
20. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other or any affiliated entity or either party for any incidental, special, indirect or other consequential damages incurred due to the fault of the other party regardless of the nature of the fault or whether it was committed by the Client or VHB, or their affiliated entities,

employees, sub-consultants, or subcontractors. Consequential damages include, without limitation, liability for loss of use of the Project or existing property, loss of profits, loss of production or business interruption; however, the same may be caused.

21. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which the Client relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between Client and VHB.
22. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or VHB. VHB's services under this Agreement are being performed solely for the benefit of the Client and no person or other entity shall have any claim against VHB because of this Agreement. In addition, nothing herein shall be construed as creating a contractual relationship between the Client and any VHB employee, representative or consultant. The Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, the Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees and any affiliated entities of VHB.
23. Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.
24. This Agreement shall be governed and construed in accordance with the laws of the State of New York.
25. VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's scope of services, Client hereby agrees to release, hold harmless, defend and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.
26. Client understands that the requirements of the Americans with Disabilities Act ("ADA") are evolving and will be subject to various, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's project will comply with all ADA requirements or ADA interpretations.

Scope of Services (Revised 5/2/14)

The VHB services described below shall be designed to provide a strategic plan that will guide future development and redevelopment of the Village with a focus on the Main Street business area and the potential for Transit Oriented Development (TOD) on potential Urban Renewal site(s) proximate to the Metro North railroad station.

VHB shall participate in consulting team effort that includes the Pace University Land Use Law Center for community outreach, the Dutchess County Planning Department for portions of the Comprehensive Plan and SEQRA analysis, Pattern for Progress for portions of the Comprehensive Plan, and others. VHB shall coordinate its services with the consulting team and with Village officials and citizens.

The results of the effort will be a Smart Growth Plan that ties Comprehensive Plan, Zoning and Urban Renewal proposals in a coordinated package, addressing environmental, historic and cultural issues with the realities of the redevelopment and revitalization of the Village.

VHB's Scope of Services for planning studies the Village of Brewster shall include the following:

I. Comprehensive Plan: Inventory and Analysis

VHB services shall include an update of several "existing conditions" chapters of the Village's 2004 Comprehensive Plan. Among its tasks, VHB shall make sure the Plan establishes a solid basis for the Urban Renewal Plan and the recommended Zoning Ordinance update, thereby providing the essential planning and legal linkages between the vision for Brewster's future, as expressed in the Comprehensive Plan, and the implementation of that vision as expressed in the Zoning and Urban Renewal Plan.

VHB services shall focus on the central portion of the Village, identified herein as the urban renewal study area. It includes the downtown core area along Main Street, which is anchored by the Metro-North station, Village Hall, the Southeast town offices and several institutional uses. Abutting blocks that are also part of the urban renewal study area include the Garden Street School.

A. Chapter 4—Economics and Community Development

There are two major topics in this chapter of the 2004 Plan: (1) a business inventory, and (2) an analysis of housing.

1. The 2004 inventory of businesses shall be updated by VHB to reflect existing conditions, including an analysis of different types of establishments in an attempt to determine if the business community is shifting from convenience goods to eating establishments or personal services. Our surveys will also identify any significant increase in vacant buildings and storefronts. Trends in the number of ethnically-oriented establishments shall also be identified to the extent possible.

The business inventory and analysis will be broken down by sub-area within the Village, including the downtown core area and the businesses located along East Main Street at the edge of the Village. As part of this analysis, VHB shall examine the strengths and weakness of each sub-area, looking at

concentrations of vacancies, underutilized and vacant land, availability of on-street and off-street parking and amenities that would enhance the patrons' experience, including sidewalks, street furniture, attractive storefront facades and signage as appropriate for each area. From this analysis, VHB shall identify soft areas with redevelopment potential, and other areas that need public investment in terms of parking, sidewalk enhancement, etc.

This chapter of the Plan shall also include information on the concurrent Comprehensive Plan work being pursued by the City of Peekskill and the Westchester County Community College in terms of job training and economic analyses.

2. The housing component of the Comprehensive Plan shall identify problems and opportunities and potential redevelopment sites. A basic component of this section shall be the analysis of the 2010 Census and how the current data compares to what was reported in the 2004 Plan, based on the year 2000 Census. Supplementing this data analysis shall be information gleaned from the market study being prepared by Covington Development as part of the Village planning program, and the job training program and studies being prepared by the City of Peekskill and the Westchester County Community College.

Concurrently with this work, VHB shall be undertaking building condition surveys in the Urban Renewal study area. Vacant and underutilized land will be inventoried as part of this effort. Combining the Census and market study data with the field surveys will help VHB define housing needs and opportunities for various population groups and at various locations, including sites in close proximity to the Metro-North Station, the Garden Street School and along Main Street in apartments above stores.

1. Chapter 5—Natural Environment and Infrastructure.

Supplementary information for this chapter of the Comprehensive Plan on traffic and transportation shall be provided by VHB based upon field surveys, interviews and readily available data on railroad usage, commuter and shopper parking, and traffic volumes on Route 6 (based upon a week-long ATM count that VHB shall include as part of this scope of service), collecting data on traffic volumes and speed along Main Street. VHB shall contact the NY State DOT and Metro-North to determine if they have any plans for improvements that could affect Brewster. VHB shall also review the plans for the downtown parking structure.

Brewster's roadways will be examined by VHB in terms of meeting "Complete Streets" criteria, including their ability to more safely accommodate pedestrians, automobiles, delivery trucks and bicyclists. VHB shall perform a walkability audit along Route 6/Main Street with representatives from the Village to determine where there are existing issues associated with accommodating all users. VHB traffic engineers shall note where there are discontinuous sidewalks, pedestrian crossing points versus desire lines, loading zones for deliveries, adequate roadway and shoulder widths to accommodate bicycling, and the ability to service buses such as Putnam Area Rapid Transit (PART) and the Danbury-Brewster Shuttle. VHB shall then recommend transportation improvements using Complete Streets principles to address issues observed during the walkability audit and to accommodate projected growth and transportation needs in the Village. Recommendations shall carefully balance the needs of automobile traffic, safety, delivery trucks, pedestrians and bicyclists. In addition, an analysis of the physical condition of streets and sidewalks will be undertaken as part of the blight study.

2. Chapter 6—Built Environment

The 2004 Comprehensive Plan's information on historic buildings, parks, recreation and community ambiance will be updated by VHB, based on interviews and readily available information, including cultural resource information from SHPO for the urban renewal study area. In addition to the Plan's focus on the downtown core area and the Metro-North station area, VHB shall also analyze the gateways to the Village on East Main Street and north of the railroad station, noting issues and opportunities to enhance the visual environment for those entering Brewster by automobile. This shall include signage, landscaping, building and parking lot appearances.

The opportunity for new and improved parks, railway connections and recreation programs shall be considered with reference to the availability of land and changes in Village demographics. New open space areas in the urban renewal area would be a desirable element in making downtown Brewster more pedestrian friendly.

3. Chapter 7—Zoning and Land Use

This Comprehensive Plan chapter shall be updated by VHB to provide a basis for the Comprehensive Plan, Urban Renewal Plan and Zoning Ordinance. Zoning text and map changes made by the Village Board over the past three years, and variances (area and use variances) granted by the Zoning Board of Appeals over the past three years shall be collected by VHB from Village records and analyzed in terms of any reoccurring patterns of variance requests. VHB shall also examine the current zoning code in terms of permitted use (as of right and special permit), various lot and bulk controls, and off street parking requirements to determine if the regulations meet contemporary plan standards. VHB shall also review procedures for zoning amendments, special permits, site plan approval and variances to make certain that they follow applicable State law.

The existing land use map shall be updated by VHB based on the survey of the urban renewal study area, supplemented by other surveys undertaken by VHB for areas outside the study area. A comparison of the Village land use and zoning maps shall then be undertaken by VHB, using an overlay technique to identify areas where existing land use is inconsistent with zoning, as well as the analysis of zoning of vacant land.

Among its recommendations, VHB shall consider alternative zoning approaches for the Garden Street School, consistent with other studies in the Comprehensive Plan.

II. Comprehensive Plan: Analysis, Recommendations and Summary Report

VHB shall build upon the data and analyses in each chapter of the Comprehensive Plan, and couple these analyses with other available studies and reports, including those prepared by other team consultants as part of the Comprehensive Plan. Among these are the community outreach component undertaken by Pace University Land Use Law Center and the economic/job creation program being developed jointly with the City of Peekskill and Westchester County Community College. The plans for the Main Street core area being devised by Covington Development, and the market study that will accompany Covington's plan shall also be factored into the VHB analysis and recommendations report.

Initial recommendations shall be presented within the context of an "Analysis of Areas Susceptible to Change" dealing with both the long range and short term future of Brewster. This analysis shall include mapping of potential redevelopment sites, areas in need of aesthetic improvement, including rehabilitation of buildings and improvements to the pedestrian environment. It shall also identify areas

where existing zoning and potential land uses are inconsistent, in terms of permitted uses and densities of development.

Synthesizing the work of others and combining it into a meaningful revitalization program shall be the basis for the draft Comprehensive Plan report. This report shall focus on a redevelopment plan and strategy for the Main Street core area, and other plans and recommendations dealing with road and sidewalk improvements, parks and recreation, infrastructure, parking and the visual environment.

The VHB report shall present an outline of Village goals and objectives, a vision statement that was missing from the 2004 Plan. This will be derived in part from the community outreach program and the Envision Brewster documents.

In addition, the report shall also include a plan implementation program, not only stating the linkage to the Urban Renewal Plan and the Zoning Ordinance update, but also describing proposed improvements to public facilities and services and the various funding programs available to achieve the Plan's recommendations.

The analyses and recommendation report shall be submitted to the Comprehensive Plan Committee, the Village Board and the balance of the consulting team, with one comprehensive revision made to the report prior to its submission to the County Planning Department as a basis for the full Comprehensive Plan document and SEQRA review that will be undertaken by the County.

The VHB report shall include graphics necessary to illustrate planning analyses and recommendations.

III. Zoning Ordinance Update

The Village Zoning Ordinance was last updated in 2008. Although a number of zoning issues were raised in the 2004 Comprehensive Plan, not all were acted upon. The 2014 update is necessary to make certain that the zoning reflects the urban renewal plan as well as the current state of zoning regulations in New York State, addressing fundamental issues like the amount of parking required, as well as more innovative zoning techniques that have been found to be successful.

The Zoning Ordinance update shall be initiated with the study of land use and zoning undertaken as part of Chapter 5 of the Comprehensive Plan.

VHB shall first focus on the existing and proposed zoning districts and boundaries on the zoning map. While this could include a number of changes, including proposed zoning for the Garden Street School, the, the zoning for the redevelopment of the Main Street core would likely be the primary focus, including provisions likely to be incorporated into its Urban Renewal Plan. Next, VHB shall proceed with lot and bulk controls and required parking. VHB shall also focus on additional zoning techniques that the Village could pursue, possibly including zoning incentives, form based design objectives and flexibility through planned unit development provisions. The final component as part of the zoning update would focus on zoning procedures, including the roles of the Planning Board, the Zoning Board of Appeals, and the Village Board when they deal with site plans, special permits, and zoning amendments. The definition section of the Zoning Ordinance shall also be updated.

IV. Urban Renewal

Article 15 of New York State General Municipal Law enables municipalities to prepare, adopt and undertake a redevelopment plan within its jurisdiction, setting the stage for activities that include the potential use of eminent domain to remove blighted conditions as a public benefit project. Without an urban renewal plan, acquisition of property in New York is limited to public roads, parks, etc. and disposition requires selling properties to the highest bidder rather than in accordance with an adopted plan. With a properly conceived urban renewal plan, the municipality can partner with a private developer and together work to revitalize an area consistent with the adopted urban renewal plan. Although extensive Federal and State funding for urban renewal projects no longer exists, many of VHB's client communities still pursue "un-assisted urban renewal projects", enabling them to work closely with the private sector funding, and still-available resources from selected State programs.

A. Urban Renewal: Blight Study

The threshold for a determination of blight in New York is not as rigorous as in some other states, since blight includes both quantitative and qualitative factors. Article 15 uses terms including "underutilized," "obsolete" and "deteriorated", each of which needs to be documented along with the condition of buildings and facilities. VHB services shall involve exterior field inspections of each structure in the urban renewal study area, supplemented with a review of building code violation information provided by the Village. In addition to rating each building in terms of its comparable level of deterioration, VHB shall survey the properties for vacancies, underutilization and obsolescence, supplementing that information with discussions with local real estate brokers and others knowledgeable about market conditions. The blight report shall include statistical analyses, maps and photo documentation.

The report shall also examine public infrastructure issues, including the condition of streets and sidewalks, and their relationship to topography. Information on any infrastructure problems shall be obtained from discussions with the village engineering consultant. Other blighting factors such as unusual criminal activity or excessive numbers of fires, if any, shall be documented based on information from law enforcement officers and fire officials. Additional blighting factors, like excessive litter and debris, shall also be noted as a contributor to the blighted situation.

Another factor in the designation of a blighted area is the relationship between the blighted conditions and the proposals for redevelopment in the urban renewal plan. It is important to craft an urban renewal plan for an area that is not excessively large. As such, the blight study prepared by VHB shall be crafted so that all or part(s) of the 50-acre study area can be part of a subsequently adopted urban renewal plan, if appropriate. If an urban renewal designation is not needed for certain portions of the study area, VHB's recommendation would be to leave such an area out of the plan.

Upon completion of VHB's technical work, a draft blight study shall be presented to Village officials, who will determine if all or part(s) of the area are sufficiently blighted to call for the preparation of an urban renewal plan, the next step in the Article 15 process.

B. Urban Renewal Plan: Preparation, Review and Adoption

An urban renewal plan can cover one or multiple blighted areas in the Brewster.

The Plan shall include the following sections:

- A. Proposed Land Uses and Maximum Densities
- B. Other Lot and Bulk Controls, including parking requirements

- C. Design Objectives, including façade treatment, signage, parking lot and landscaping objectives
- D. Planned Urban Renewal techniques, including: (1) acquisition, demolition and relocation; (2) disposition; and (3) rehabilitation
- E. Public Facilities and Improvements to Support the Urban Renewal Plan.
- F. Relationship to Other Village Ordinances, including Zoning
- G. Timeframes

A number of these sections shall also be covered in the Comprehensive Plan and the Zoning Ordinance update, including the land use, density, lot and bulk controls, urban design and public improvement proposals.

Once drafted, the Urban Renewal Plan shall be reviewed by various parties involved in the process, including Covington Development. After that review, the Plan shall be revised and made ready for consideration by the Village Board of Trustees. The Village Planning Board would review the Plan and report back to the Village Board, which would then schedule a public hearing on the Urban Renewal Plan.

Prior to adoption of the Plan, the Village Board would need to complete a SEQRA review, which can be done as part of a comprehensive analysis that the County will complete, addressing the Urban Renewal Plan, the Zoning Ordinance update and the Comprehensive Plan.

IV. Meetings

VHB staff shall attend up to seven (7) meetings in Brewster with the Comprehensive Plan Committee, the Village Board of Trustees and/or the Planning Board. Meetings could include work sessions, public meetings and public hearings. Up to seven additional staff level meetings with the other members of the consulting team and/or the Village staff are also included.

V. Optional On-Call Services

As previously discussed, any additional VHB services can be provided on a time and materials basis for professional services helping to augment the expertise of other professionals working on the planning program. Specific services, if any, shall be authorized in writing by the Village based on a cost estimate prepared by VHB.

VI. Work Schedule

The VHB services set forth herein shall be completed within a period of twelve (12) months from the date of authorization to proceed. To meet this schedule, the Village will be responsible for providing necessary information as indicated above (including a Village-wide lot line base map, and a map of the urban renewal study area showing lot lines and buildings, if available), and scheduling necessary meetings in a timely manner.

VII. VHB Staff Assigned To the Contract

John Saccardi, AICP and VHB Principal shall be the principal in charge, and shall be responsible for all aspects of the Scope of Services. Mr. Saccardi shall attend at least five of the seven public VHB meetings in Brewster. Mr. Saccardi shall draft the Urban Renewal Plan, the Comprehensive Plan Recommendations and the Zoning proposals for redevelopment in the Urban Renewal Area. Mr. Saccardi shall report directly to Mr. Brewster Hansen, Village Clerk.

Mr. Saccardi shall coordinate VHB services with work being undertaken by other members of the planning team in Brewster.

Gina Martini, AICP, shall be the Project Manager, directing VHB Planning and Engineering staff with specific assignments, including research and field work.

VII. Fees

Services provided under this agreement shall be a lump sum amount totaling \$82,500. See attached Schedule of Deliverables and Payments. Payments shall be based on a VHB invoice indicating services that have been provided.

VIII. Village Contact Person

Mr. Peter Hansen, Village Clerk, shall be the primary contact person coordinating VHB Services with the balance of the consulting team, the Village Board, Planning Board, Comprehensive Plan Committee and Village Staff, including scheduling of meetings and payment of monthly payments for services rendered.

Schedule of Deliveries and Payments

		Days ARO**
1. Surveys, Interviews, Complete Streets, Traffic Counts, Initial Graphics (50%)	\$14,500 *	45 to 75
2. Comp Plan: Existing Conditions Reports		
a. Draft Report (75%)	\$8,250	105
b. Final Report (25%)	\$2,750	150
3. Comp Plan: Recommendation Report		
a. Draft Report (75%)	\$8,250	165
b. Final Report (25%)	\$2,750	240
4. Blight Study		
a. Draft Study (75%)	\$9,000	150
b. Final Study 25%)	\$3,000	210
5. Urban Renewal Plan		
a. Draft Plan (50%)	\$4,000	210
b. Final Plan (50%)	\$4,000	225
6. Zoning Ordinance Update		
a. Draft (75%)	\$9,375	195
b. Final (25%)	\$3,125	255
7. Final Graphics (50%)	\$5,000	240
8. Meetings (\$1,214 per public meeting)	<u>\$8,500</u>	<u>net 30</u>
TOTAL	\$82,500	

*Includes cost for weeklong machine traffic counts. Several portions of work to be completed within initial 45 days.

** ARO – After Receipt of Order. Anticipates start date 5/12/14.